

BILL TO:

P.O. #:481065

Department of Corrections
1539 11th Avenue
Helena MT 59620

[DATE: 4/7/99
[IFB/RFP NO.: 9954-B

VENDOR: FED ID NO.: 84-0769926

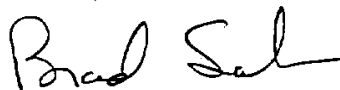
[VENDOR NO.: 20954
[REQ. NO.: CORR-9-99011

SANDRA LOZINSKI
BI INCORPORATED
6400 LOOKOUT ROAD
BOULDER CO 80301

[IMPORTANT
[INVOICES MUST BE FURNISHED IN
[TRIPLICATE. SEE STANDARD TERMS
[AND CONDITIONS ON REVERSE SIDE.

PHONE: (800) 241-2911

CONTRACT VALIDATED BY:



BRAD SANDERS, Contracts Officer

DATE: 10/1/99

AGENCY CONTACT:

All questions regarding this purchase should be directed to Donna
Aldrich, at (406) 444-4236.

P.O. TITLE: Electronic Monitoring Services

P.O. TOTAL: \$ -0-

TERMS: Net 30 Days

DELIVERY: Per Agreement

SHIP TO/F.O.B.: Department of Corrections
1539 11th Avenue
Helena MT 59620

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Standard Terms and Conditions

By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:

AUTHORITY: The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, Chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with §§ 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of this contract. Violation of these requirements may void this contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at scs@state.mt.us.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref:18-1-401, MCA)

NON-DISCRIMINATION: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring necessary as a result of a contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under a subsequent contract.

HOLD HARMLESS/INDEMNIFICATION: The bidder, offeror, or contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under a subsequent contract, all to the extent of the contractor's negligence.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the public for royalty-free and nonexclusive licensing. The contractor shall notify the department in writing of any invention conceived or reduced to practice in the course of performance of the contract.

The department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Ref: Section 18-4-313 (3), MCA)

FACSIMILE RESPONSES: Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS: The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for thirty days, unless stated otherwise.

PROTEST PROCEDURE: Bidders and offerors may protest an award. The protest must be in writing and state in detail all of the protestor's objections. If the protest involves the solicitation or award of a contract, the protestor must follow the provisions of Section 18-4-242, MCA. If the protest involves a small purchase or limited solicitation as defined in ARM 2.5.603, the protestor may request an administrative review of the procurement file by the agency issuing or awarding the contract. The State is under no obligation to delay, halt, or modify the procurement process due to a protest.

MONTANA PREFERENCES: Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services", or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one at the time of bid, in order to qualify for the preference. For complete information and affidavit forms, see www.state.mt.us/doa/ppd/resaffid.pdf (Ref: Section 18-1-102, 18-1-103, 18-1-113, MCA and ARM 2.5.403) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Ref: 18-1-112, MCA)

YEAR 2000 COMPLIANCE/WARRANTY: The contractor warrants that all hardware, software, and/or firmware delivered, developed, modified, or licensed, under this contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all items (e.g. hardware, software, firmware) used in combination with other designated items properly exchange data with it. The remedies available to the State under this warranty shall include repair or replacement of any item whose non-compliance is discovered and made known to the contractor, in writing, within this warranty period or within one year after acceptance, whichever is longer. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract, with respect to defects, other than Year 2000 compliance performance. In addition, Year 2000 related issues will not affect a contractor's responsibility to meet its obligations regarding mutually agreed-upon delivery dates. Furthermore, the contractor acknowledges that failure to comply with mutually agreed-upon delivery dates due to Year 2000 related issues shall not constitute excusable delay under "force majeure."

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of this contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

CONTRACT TERMINATION: Unless otherwise stated, the department may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the department. (See 18-4-141, MCA)

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the state.

REVISED 5/99

1.0 PURPOSE

This open Purchase Order is issued in accordance with RFP 9944-B (Electronic Monitoring Services) as amended, including all discussions/negotiations, as agreed to by BI Incorporated (Contractor) and the Montana Department of Corrections. This authorizes the Department of Corrections to purchase the products and services specified throughout the term of the contract. The State makes no guarantee of contract usage.

2.0 GENERAL TERMS AND CONDITIONS

2.1 CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of a performance bond, #5790643 in the amount of \$50,000.00 has been received by the State Procurement Bureau and will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period.

2.2 INSURANCE REQUIREMENTS

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Professional Liability and errors and omission (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$500,000 per claim and \$1,000,000 aggregate per year, from an insurer with a Best's Rating of not less than A-. The contractor must also provide a certificate of product liability (Occurrence Coverage) with combined single limits of \$500,000 per claim and \$1,000,000 aggregate per year, from an insurer with a Best's Rating of not less than A-.

These certificates MUST name the State of Montana as an additional insured under the contractor's policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages has been filed with the State Procurement Bureau.

2.3 WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

2.4 TERM OF CONTRACT

This contract shall be valid and binding for two (2) years from September 7, 1999 to September 6, 2001. This contract may be terminated immediately by the State for cause or where the State's funding has been reduced.

2.5 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) one year intervals for a period not to exceed five (5) additional years.

2.6 HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR agrees that he is financially responsible (liable) for any audit exceptions or other financial loss to the DEPARTMENT which occurs due to the negligence, intentional acts, or failure for any reason, to comply with terms of this contract.

The CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subcontractors, or representatives. Nothing herein shall be construed as an agreement by the CONTRACTOR to release, indemnify and hold harmless the DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of the DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of the CONTRACTOR.

2.7 ACCESS AND RETENTION OF RECORDS

- a. The CONTRACTOR agrees to provide the DEPARTMENT, the Legislative Auditor or their authorized agents access to any records concerning this Contract.
- b. The CONTRACTOR agrees to create and retain all records supporting the services rendered (or goods delivered) for a period of three years after either the completion of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

2.8 ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the DEPARTMENT. No such written approval shall relieve the CONTRACTOR of any obligations of this Contract and any transferee or subcontractor shall be considered the agent of the CONTRACTOR. The CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

2.9 COMPLIANCE WITH LAWS

The CONTRACTOR must comply with all applicable federal and state law including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

3.0 ELECTRONIC MONITORING SERVICES SPECIFICATIONS

3.1 MONITORING CENTER FACILITY

- 3.1.1 The Proposer must have at least one monitoring center that has been in operation for the last (3) years and must be staffed 24-hours a day, seven days a week, all year long. The monitoring center operation shall be located at a secure location where access to the Center and all stored records contained therein are restricted only to authorized individuals. The system must have the ability to store records and data on disc electronically and in a hard copy format for a period of five years.

3.2 REDUNDANCY and BACK-UP SYSTEMS

- 3.2.1 The monitoring center must have in place: redundant telephony systems; immediate power back-up systems, and allow the viewing of their disaster recovery plans. In the event of power failure, or loss of operation at the main center, the system must have the technology to immediately and automatically transfer all monitoring activities to the back up system, without the loss of any information.

3.3 TECHNOLOGY

- 3.3.1. The monitoring center software and hardware must be specifically designed to collect, process, store, maintain, archive, and manage current and previous electronic monitoring information.
- 3.3.2. The Proposer must identify in detail, the components of the monitoring center software and hardware.
- 3.3.3 The system must continuously receive and retain all information sent by each receiver/dialer, together with the date and time of each occurrence. The Proposer must describe how the monitoring center receives this information.
- 3.3.4 The Proposer must describe how the monitoring center processes messages received simultaneously from more than one receiver/dialer.
- 3.3.5 The System must record or log all telephone conversations between the monitoring center and participants or officers. The Proposer must advise all persons called or calling that the telephone call will be recorded and/or logged.
- 3.3.6 The Proposer must describe how the system is capable of automatically calling each client as frequently as necessary.
- 3.3.7 The Proposer must describe the use and integration of new technology, upgrade of the current system, and there- training of employees as a result of the newly acquired technology, to include but not limited to Global Positioning System or voice verification.

3.4 CLIENT CAPACITY

- 3.4.1 The Proposer must describe how many monitoring transactions the monitoring center can handle simultaneously.
- 3.4.2 The Proposer must describe the maximum number of individuals that the monitoring center can monitor at one time. State how many individuals are currently being monitored.
- 3.4.3 The Proposer must describe the capacity and expand ability of the monitoring system, including any plans for expanding beyond the estimated number of participants once it has been reached.

3.5 REPORTING CAPABILITIES

- 3.5.1 The Proposer shall describe and submit sample copies of all reports that the monitoring center can produce.

3.6 OPERATOR CERTIFICATION

- 3.6.1 Operators must be trained to perform a variety of different notification procedures based on the officer's request. The Proposer must describe its operator certification program and new hire training program.

3.7 MONITORING SERVICES

The Proposer, or the proposers system must:

- 3.7.1 Respond to equipment and system issues, including installation issues.
- 3.7.2 Make required client schedule changes.
- 3.7.3 Check and answer alerts, including system tampers, curfew violations, and alcohol violations.
- 3.7.4 Fax violations by client or by officer to the Department.
- 3.7.5 Provide shipping on returned units or equipment.
- 3.7.6 Provide a toll free number for all communications associated with the Proposer.
- 3.7.7 Assume some/all the liability for lost, stolen or damaged units
- 3.7.8 Provide printouts daily and on demand reports within 15 minutes of request.

3.8 KEY EVENTS

- 3.8.1 The Proposer must immediately notify the designated probation and parole office if any of the following key events occur:
- 3.8.2 Unauthorized absences from the residence by an client/participant.
 - 3.8.3 Failure of an client/participant to return to residence at a predetermined time after a scheduled absence.
 - 3.8.4 Late arrivals, early departures from residence by an client/participant.
 - 3.8.5 Equipment (including, but not limited to Transmitter, Receiver/Dialer) malfunctions.
 - 3.8.6 Tampering with equipment.
 - 3.8.7 Loss of electrical power or telephone service at residence of client/participant.
 - 3.8.8 Missed calls from Receiver/Dialer.

3.9 NOTIFICATION

- 3.9.1 The Proposer must have a notification policy for participant violations that allows the Department to establish distinct levels of security on a participant-by-participant basis.
- 3.9.2 The following notification levels, at a minimum, must be available: 1) immediately 2) 10 minute and 3) 30 minute maximum.
- 3.9.3 The Proposer must describe how the Department is notified of Key Events that occur.
- 3.9.4 The Proposer must record and store information obtained about the Key Events at a central location and provide daily reports of the monitoring results.

3.10 SECURITY FEATURES

- 3.10.1 The operating system must provide security features to prevent interference from unauthorized individuals.
- 3.10.2 The software must allow the assignment of multiple security log-in codes to specified individuals.

3.11 SERVICE AND MAINTENANCE

- 3.11.1 The Proposer must provide on-call maintenance and must be able to provide technical service.
- 3.11.2 The maximum turn-around time for replacement of inoperative equipment is 24 hours after the Department's request. The Department requires a backup system, such as allowing a reasonable inventory of monitoring equipment at each Intensive Supervision Parole office, at no additional cost to the department.
- 3.11.3 The Proposer must provide warranty against manufacturer's defects for the length of the contract period.
- 3.11.4 The Proposer must provide the Department with Telephone access to a live operator, 24-hours a day seven days a week for technical assistance.
- 3.11.5 The Proposer's service facility must perform remote diagnostics, on each home monitoring system while in full monitoring operation.

3.12 TRAINING

- 3.12.1 Proposer must provide two (2) to three (3) days, seven hour days, of on-site training to Probation and Parole officers associated with the monitoring program, including follow-up training as requested. The Proposer must provide training manuals and/or user manuals, installation guides, and instructional training video tapes to the officers upon initial training. The training will be required at (5) different Intensive Supervision Parole offices throughout the State of Montana. Operational manuals will be required to accompany each unit or piece of equipment contracted. This must be completed at no additional cost to the department.

4.0 REMOTE ELECTRONIC ALCOHOL COMPLIANCE TESTING UNIT SYSTEM SPECIFICATIONS

4.1**FCC COMPLIANCE**

- 4.1.1 The unit must be...and comply with applicable FCC Rules, Parts 15 and 68, for Class B digital devices.
- 4.1.2 The unit must comply with: a) applicable UL electrical and telephone safety standards; b) the applicable requirements of the National Electrical Code (ANSI/NFPA 70); Proof of compliance must be submitted with the proposals.

4.2 BATTERY BACKUP

- 4.2.1 The unit must have a battery operated backup.
- 4.2.2 The battery must power the unit for a minimum of twelve hours, including two alcohol tests.

4.3 INSTALLATION

- 4.3.1 The unit must be easily installed by Department personnel.
- 4.3.2 The unit must use a secure process that prevents enrollment except by authorized individuals.
- 4.3.3 The unit must connect to the telephone network with a standard RJ11 C jack. A telephone cord and modular plug must be provided with the unit.
- 4.3.4 External power and phone cords for the units must be replaceable.

4.4 VERIFICATION

- 4.4.1 The unit must verify the identity of the person taking the breath alcohol test.
- 4.4.2 The unit must ensure that only the enrolled client blows the breath test by performing a verification (voice, fingerprint, etc) as an occurrence with delivery of the breath sample.
- 4.4.3 At the time of enrollment, the unit should record certain verifications (voice, fingerprint, etc) from the client.
- 4.4.4 The client's verification must be stored in the unit's memory.
- 4.4.5 The unit must compare this verification "template" to the stored verification of the client.

4.5. ALCOHOL DETECTION

- 4.5.1 The unit must produce numerical results that have an accurate and direct correlation with blood alcohol levels.
- 4.5.2 The unit must administer "deep lung" tests.
- 4.5.3 The unit must measure the presence of alcohol only. The unit must not respond to natural gas or acetone.

4.6. TESTING OPTIONS

4.6.1 The unit must allow the tests to be administered:

- a) randomly, as generated by the computer within a time window specified by the Department.
- b) by authorized Department staff.
- c) "on-demand", by the Department.

4.7. TAMPER PREVENTION

- 4.7.1 The unit must utilize mechanisms that detect attempts by the client to defeat the unit by supplying a breath sample other than their own. This "erroneous" sample might be from a mechanical apparatus or an accomplice.
- 4.7.2 The unit must have tamper technology that is accurate and non-intrusive. Describe your technology.
- 4.7.3 The unit must include tamper detection features including phone, case, and power alerts to ensure the accuracy of the data generated by the unit.

4.8 RECEIVER/DIALER SPECIFICATIONS

4.8.1 FCC COMPLIANCE

- 4.8.2 The unit must be...and comply with applicable FCC Rules, Parts 15 and 68, for Class B digital devices.
- 4.8.3 The unit must comply with: a) applicable UL electrical and telephone safety standards; b) the applicable requirements of the National Electrical Code (ANSI/NFPA 70); Proof of compliance must be submitted with the proposals.

4.9 INSTALLATION

- 4.9.1 The receiver/dialer must be easily attached to the participant's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug.
- 4.9.2 The receiver/dialer unit must allow use with any model of telephone.
- 4.9.3 Telephone jacks in the receiver/dialer must not require any special hook up sequences.

5.0 TELEPHONE REQUIREMENTS

- 5.1 The receiver/dialer must: communicate with the host computer a minimum of six times per day; allow for use of rotary, pulse, or touch tone telephone; use standard RJ11 connectors; and, after disconnection, be able to send all the messages stored in memory to the host when telephone line reconnection occurs.

5.2 POWER SUPPLY

- 5.2.1 The receiver/dialer must: use standard two prong outlets and 110 VAC; be capable of storing all messages in the event of communication failure; contain internal surge protectors; require a unique key or similar device to turn off the unit; or must require a command from the host computer to shut down; and have a 18-24 hour, rechargeable battery backup power supply that allows the receiver to function exactly the same using 110VAC or battery backup.

5.3 TAMPER RESISTANT FEATURES

- 5.3.1 The receiver/dialer must produce a tamper signal if the case has been opened, disconnected from AC power, or disconnected from the telephone line.

5.4 DIAGNOSTICS

- 5.4.1 The receiver/dialer must have internal diagnostic capabilities to determine if the unit is operating properly and, must be able to report this information to the host computer.

5.5 TWO-WAY COMMUNICATION LINK

- 5.5.1 The receiver/dialer and the host computer must have a two-way communication link.
- 5.5.2 The host computer must automatically contact the receiver/dialer periodically to ensure the integrity of this link.
- 5.5.3 The receiver/dialer must attempt to re-dial the host computer if initial attempts fail.
- 5.5.4 The receiver/dialer must have the ability to perform location verification and must perform this operation without answering every call to the client's home.

5.6 PROGRAMMABLE CURFEWS

- 5.6.1 Curfew settings must be unlimited and allow individual (client/participant) customization.
- 5.6.2 The receiver/dialer must allow curfews to be remotely entered into the host computer.

5.7 OTHER FEATURES

- 5.7.1 The receiver/dialer must utilize technology designed to minimize "dead spots" of transmitter signal reception.
- 5.7.2 The receiver/dialer must have a progressive phone line annoyance feature to warn the client and members of the household of the need to discontinue a telephone conversation. The warning tone must continue until the phone line is surrendered.
- 5.7.3 The receiver/dialer must allow connection to a remote alcohol testing device.

5.8 ADJUSTABLE RANGE SETTINGS

- 5.8.1 To ensure that the Department will be able to make allowances for environmental factors in the field, the receiver/dialer must adjust transmitter signal reception when programmed to do so by the host computer.
- 5.8.2 The adjustment of range settings must not require an adjustment to the transmitter. Range flexibility of low (~35 feet), medium (~65 feet) and high (~150 feet) settings are required.

6.0 4.D. TRANSMITTER SPECIFICATIONS

6.1 FCC COMPLIANCE

- 6.1.1 The unit must be...and comply with applicable FCC Rules, Parts 15 and 68, for Class B digital devices.
- 6.1.2 The unit must comply with: a) applicable UL electrical and telephone safety standards; b) the applicable requirements of the National Electrical Code (ANSI/NFPA 70); Proof of compliance must be submitted with the proposals.

6.2 GENERAL TRANSMITTER SPECIFICATIONS

6.2.1 The transmitter must:

- a) be shock-resistant, water proof, and function reliably under normal atmospheric and environmental conditions.
- b) not pose a safety hazard or unduly restrict the activities of the participant.
- c) must work inconjunction with the receiver/dialer unit being proposed by the Proposer.
- d) be lightweight, small, and easily installed in the field by Department personnel, minimally trained.
- e) have an automatic reset option and must not require manual activation.
- f) not turn off when introduced to magnetic fields or require a magnet for shut down.

6.3 TRANSMITTER SIGNALS

- 6.3.1 Matching of the transmitter to the receiver/dialer must occur at the host to facilitate the installation process.
- 6.3.2 The transmitter must utilize technology designed to minimize dead spots.
- 6.3.3 The transmitter must be able to emit a low battery message when it detects a low battery condition, and 3 to 10 days prior to the end of the transmitter battery life.
- 6.3.4 Multiple transmitter signal codes must be available in order to minimize the possibility of signal duplication.
- 6.3.5 The transmitter and attaching device (strap) must be hypoallergenic, easily replaced, and sized to fit the participant. Straps must not tear easily and must remain operational should it become nicked or torn.
- 6.3.6 The transmitter must be designed to insure a reasonably trained officer can install the unit in under 5 minutes.

6.4 BATTERY

- 6.4.1 The transmitter must have a useable activated operating life of at least one year and a shelf life (non activated state) of five (5) years. The battery must be easily replaced in the field without removal of the unit.

6.5 TAMPER TECHNOLOGY

- 6.5.1 The transmitter must be capable of detecting either cutting of the strap or unauthorized removal from the client/participant's body; detecting tampers to the transmitter case; and, being reset automatically or manually (using an activator).
- 6.5.2 When a tamper is detected the transmitter must immediately transmit a specific "tamper" signal to the receiver. If tampered out of range of the receiver, the "tamper" signal must still be present and automatically recorded by the receiver when the transmitter returns within range of the receiver.

6.6 PORTABLE MONITORING Unit

- 6.6.1 Hand-held Portable Monitoring unit must:
- + be a lightweight receiver used to remotely detect the presence of transmitters;
 - + monitor up to a range of 500' ;
 - + store up to 500 transmitter events with detailed information that includes: date/time transmission was received, transmitter class/type, identification number, battery status and tamper status; and
 - + be capable of easily down-loading information to a Personal Computer.
- 6.6.2 The portable monitoring unit must include a case,(2) internal eight-hour batteries, 110 watt wall transformer, and cigarette lighter adapter. At least one unit will be at each (5) Intensive Supervision Offices.

6.7 COMPENSATION:

In consideration for the services (or goods) to be provided, the DEPARTMENT shall pay the CONTRACTOR

Cost breakdown per client:

Electronic Monitoring	3.38/day
Stand Alone Alcohol Monitoring	4.75/day
Alcohol+electronic monitoring (additional cost for)	6.38/day

Drive BI units one in each regional office (5) total @ no charge

An additional unit will be provided at no charge if an "average" of 100 clients are being monitored per month. If the count is below 100 clients, the second unit will be billed to the Department at \$75.00. All additional Drive BI units (3 or more) will be billed at \$150.00 per unit per month.

BI will provide at no charge:

- ☐ 4 latches, 4 straps, and 1 battery per year, per transmitter. (The department requests a price list for replacement parts)
- ☐ Additional install kits as needed.
- ☐ 5 shelf units (backups) to each regional office (25 total).
- ☐ Training at each regional office, to start prior to contract signing scheduled for September 1, 1999.

6.8 BILLING

Invoices must be provided to each ISP office directly.

The state will pay within 30 days from receipt of a properly completed invoice.

STATE OF MONTANA

PURCHASE ORDER ADJUSTMENT

DATE: 11/22/02
DOCUMENT NO.: 6171
AGENCY CODE: 6401

AGENCY Department of Corrections

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:

Tenna Lewis-Torraca
BI Incorporated
6400 Lookout Road
Boulder CO 80301

PHONE: 303-218-1000

FAX: 303-218-1250

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

Copy to Vendor?

☒ YES ☐ NO

- 1). Extend referenced purchase order for an additional two (2) year period, from September 7, 2002 through September 6, 2004.
- 2). Amend referenced purchase order to include the Guardlink, BI Profile and Voice Identification System Services per the attachments. (attachment #1 - BI Profile, attachment #2 - Guardlink, attachment #3 - Voice Identification System).

The specific terms, conditions and obligations regarding these additional services may be further defined in a separate written agreement agreed to and signed by BI Incorporated, Department of Corrections and Department of Administration.

AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
	DEBIT	CREDIT							
F	G1	G2	H	I	J1	J2	K1	N1	N 2
								224-	

STATE PROCUREMENT BUREAU APPROVAL:

BRAD SANDERS, Contracts Officer

Date:

ATTACHMENT #1

This exhibit outlines the responsibilities of each party relative to the operation of a computerized telephone reporting service, hereinafter known as "BI PROFILE."

1. BI PROFILE Services

BI agrees to provide the Montana Department of Corrections (MDOC) with a service ("BI PROFILE") that utilizes an interactive computer system enabling people subject to the supervision of the courts or correctional system ("Participants") to report changes of status. Initial training of enrollment procedures to MDOC employees and provision of standard enrollment materials are the responsibility of BI. Either party will perform data entry of MDOC provided Participant enrollment information into the BI PROFILE system. Participants are then required by MDOC to report by phone to BI PROFILE in accordance with the predetermined schedule. In the event a Participant fails to report to BI PROFILE in accordance with the predetermined schedule and procedures, BI will promptly report such violation to MDOC. Upon receipt of a call from a Participant, BI PROFILE prompts the Participant to answer questions regarding changes in the Participant's demographic, occupational and other relevant status. Changes in Participant status are transcribed by BI within two business days and promptly reported to MDOC on the first and sixteenth of the month. BI PROFILE is provided on a 24 hour-per-day, 7 day-per-week basis.

Upon the Participant's completion of the status reporting term, BI will archive, on behalf of the MDOC, a termination record of all Participant reporting data for a period of no less than five (5) years from the date of each Participant's termination on the BI PROFILE system while the contract is in effect.

2. Cost of Services

The Participant is responsible for costs associated with telephone calls made to the system. MDOC is not responsible for any costs associated with BI PROFILE services.

The specific terms and conditions of the BI PROFILE System and obligations of both parties may be further defined in a separate written agreement agreed to and signed by BI Incorporated, Department of Corrections and Department of Administration.

ATTACHMENT #2

BI agrees to allow the Montana Department of Corrections access to BI's GuardLink software system designed to provide MDOC staff with Remote Officer Access Service (Service) to remotely perform a limited set of data entry and reporting functions on the System in order to better manage caseloads and equipment inventory.

There is no charge to MDOC for the GuardLink software service or related on-line services.

Training Costs:

There is no charge to MDOC for initial GuardLink related training.

Additional remote training: From 8:00 a.m. to 5:00 p.m. MST, \$120 per hour. Minimum charge of ½ hour, thereafter billed in fifteen-minute increments. During all other hours, \$180 per hour; minimum charge of ½ hour; thereafter billed in fifteen-minute increments.

Additional on-site training: \$1500 per day, 2 day minimum, plus actual out-of-pocket expenses for on-site training, including one BI staff person's travel, room, board, and reasonable expenses.

The specific terms and conditions of the GuardLink system and obligations of both parties will be further defined in a separate written agreement signed by BI Incorporated, Department of Corrections and Department of Administration.

ATTACHMENT #3

- 1.1. **VoiceID System.** BI agrees to provide Montana Department of Corrections (MDOC) with a service that utilizes an interactive computer system enabling persons subject to the supervision of the courts or correctional system (referred to herein as "Clients") to be passively monitored using voice verification, (such system is referred to herein as the "VoiceID System"). The VoiceID System is a monitoring system, which monitors Clients using random, scheduled, inbound and/or outbound verification calls over standard telephones.

Clients are enrolled by MDOC into the VoiceID System using the BI VoiceID software application running on an MDOC workstation with Internet access. The enrollment process, which is handled by MDOC, includes establishing and entering into the VoiceID System the desired type(s) of calls, time frame(s) for the calls, approved call location(s), sanction start and end dates, MDOC notification preference, and capturing the Client's voiceprint. During a verification call, the VoiceID System checks the presence of the Client through a verification of the Client's voiceprint. At the completion of the call, data is stored in the VoiceID System. If the voiceprint is not verified, a notification alert is triggered in the VoiceID System and is provided to MDOC via the VoiceID notification option selected during enrollment. The VoiceID System includes MDOC, officer, and client level reports of caseload and call status.

The VoiceID System allows MDOC to enter, modify, change and access Client information 24 hours a day. BI shall have no responsibility to make notification calls to MDOC, or follow up with Clients on the VoiceID System, or to provide reports to MDOC regarding the Clients monitored using the VoiceID System. Data entry into the system of all Client enrollment information as submitted by MDOC will be performed by MDOC.

- 1.2. **Training.** BI will supply initial remote training for MDOC staff for up to 16 hours at no charge prior to, or at, the commencement of the VoiceID program. This training will cover enrollment procedures, notification options, and reporting. MDOC may choose to expand training into additional and/or periodic training. This additional training may be conducted remotely or on-site. Costs for additional training are detailed in herein.

2.0 Costs

- 2.1 MDOC will be billed \$2.65 per Client per day for up to four (4) calls per day and an additional \$0.53 for each call per Client over four (4) calls.

Mark Benefiel quoted us the cost of \$2.63 per Client per day for up to FIVE (5) calls and \$0.53 per call after that. He also noted that we would be charged \$.070 per call for less than five calls per day.

- A call is considered an attempt from the system to contact an approved number. If the connection is not successful (i.e. busy), it is still considered a call.
- MDOC will be billed on a monthly basis for the previous month's service.

2.2 Additional Training Costs:

2.2.1 Additional remote training: From 8:00 a.m. to 5:00 p.m. MST, \$120 per hour. Minimum charge of ½ hour, thereafter billed in fifteen-minute increments. During all other hours, \$180 per hour; minimum charge of ½ hour; thereafter billed in fifteen-minute increments.

2.2.2 Additional on-site training: \$1000 per day, 2 day minimum, plus actual out-of-pocket expenses for on-site training, including one BI staff person's travel, room, board, and reasonable expenses.

The specific terms and conditions of the VoicelD system and obligations of both parties will be further defined in a separate written agreement signed

ATTACHMENT #2

BI agrees to allow the Montana Department of Corrections access to BI's GuardLink software system designed to provide MDOC staff with Remote Officer Access Service (Service) to remotely perform a limited set of data entry and reporting functions on the System in order to better manage caseloads and equipment inventory.

There is no charge to MDOC for the GuardLink software service or related on-line services.

Training Costs:

There is no charge to MDOC for initial GuardLink related training.

Additional remote training: From 8:00 a.m. to 5:00 p.m. MST, \$120 per hour. Minimum charge of ½ hour, thereafter billed in fifteen-minute increments. During all other hours, \$180 per hour; minimum charge of ½ hour; thereafter billed in fifteen-minute increments.

Additional on-site training: \$1500 per day, 2 day minimum, plus actual out-of-pocket expenses for on-site training, including one BI staff person's travel, room, board, and reasonable expenses.

The specific terms and conditions of the GuardLink system and obligations of both parties will be further defined in a separate written agreement signed by BI Incorporated, Department of Corrections and Department of Administration.

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

DOCUMENT NO.: 0001
AGENCY CODE: 6401

AGENCY DEPARTMENT OF CORRECTIONS

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:
TENNA LEWIS-TORRACA
BI INCORPORATED
6400 LOOKOUT ROAD
BOULDER CO 80301

PHONE: 303-218-1000
FAX: 303-218-1250

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

Copy to Vendor?

☒ YES ☐ NO

Please renew the above purchase order for an additional year from September 7, 2001 through September 6, 2002. This would be the first renewal, third year of the contract. All other terms, conditions and prices originally established are to remain the same.

AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
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STATE PROCUREMENT BUREAU APPROVAL:

BRAD SANDERS, Contracts Officer

Date: 1/31/02

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

DATE: August 10, 2004
DOCUMENT NO.: 6502
AGENCY CODE: 6401

AGENCY Department of Corrections

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:

Mark Benefiel
BI Inc.
1667 Timbers Edge
Mulvane, KS 67110

PHONE: 303-218-1063
FAX: 303-218-1471

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

Copy to Vendor?

☒ YES ☐ NO

Extend referenced purchase order for one additional year, from September 7, 2004 through September 6, 2005. This will be the third renewal, sixth year of the contract.

Add option pricing for the following services:

Per call pricing of \$.70 per call. This additional service does not effect the bundled pricing of \$2.65 up to 5 calls per day.

AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
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STATE PROCUREMENT BUREAU APPROVAL:

Brad Sanders, Contracts Officer



Date: 08/10/04

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

DATE: October 14, 2005
POA NO.: 481065poa5
AGENCY CODE: 6401

AGENCY Department of Corrections

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:

Mark Benefiel
BI Inc.
1667 Timbers Edge
Mulvane, KS. 67110

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

Copy to Vendor?

☒ YES ☐ NO

PHONE: 303-218-1063
FAX: 303-218-1471

Please extend the above referenced purchase order for an additional year, from September 7, 2005 through September 6, 2006. This will be the fourth renewal, seventh year of the contract.

*Same as
9/23/05*

AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
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STATE PROCUREMENT BUREAU APPROVAL:

, Contracts Officer

Date:

COPY

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

DATE: September 5, 2006
POA NO.: 481065poa6
AGENCY CODE: 6401

AGENCY Department of Corrections

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:

Mark Benefiel
BI Inc.
1667 Timbers Edge
Mulvane, KS. 67110

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

PHONE: 303-218-1063
FAX: 303-218-1471

Copy to Vendor?

☒ YES ☐ NO

Extend the above referenced purchase order for an additional 30 days, for the period of September 7, 2006 through October 6, 2007. All original terms and conditions apply to this extension.

AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
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STATE PROCUREMENT BUREAU APPROVAL:

Brad Sanders, Contracts Officer

Date: 09/05/06

COPY

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

DATE: October 25, 2006
POA NO.: 481065poa7
AGENCY CODE: 6401

AGENCY Department of Corrections

REQUISITION NO.: CORR-9-99011

VENDOR INFORMATION:

Mark Benefiel
Bi Inc.
1667 Timbers Edge
Mulvane, KS. 67110

PURCHASE ORDER INFORMATION:

P.O. NO.: 481065

PHONE: 303-218-1063
FAX: 303-218-1471

Copy to Vendor?

☒ YES ☐ NO

Extend the above referenced Purchase Order for an additional 63 days, from October 7, 2006 through December 8, 2006. This extension is necessary to allow for the continuation of Profile and Voice ID services while the Department of Corrections resolves their transition/IT requirements. The additional extension is anticipated to incur an estimated \$250.00 for the extension period.

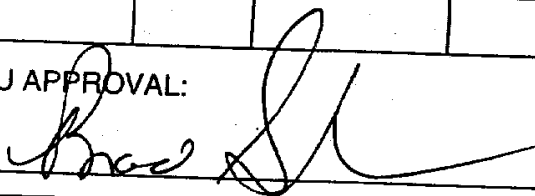
AUTHORIZED AGENCY APPROVAL:

DATA PROCESSING ENCODING SUMMARY (MAY BE MINICODED)

ACCTNG ENTITY	GENERAL LEDGER CONTROL ACCT		TRANS AMOUNT	APPROP	RESP CENTER	SIGN +/-	OBJECT OF EXPEND	SUBSIDIARY DETAIL LEDGER ACCT #	E N C P / F
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STATE PROCUREMENT BUREAU APPROVAL:

Brad Sanders, Contracts Officer



Date: October 25, 2006